25. THAT, all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiation the dispute shall be referred to the Arbitration of two Arbitrators one to be appointed by each party. The decision of the Arbitrators shall be final and binding upon both the parties. The provisions of the Arbitration Act, 1996 as modified from time to and in force shall apply to such arbitration.
26. THAT, the terms and phrases used in this agreement viz. the Owner/Party No.1, Developer/Party No.2 whether used in singular or plural, in feminine or masculine gender, shall besides themselves always mean and include, their legal heirs, legal representatives, agents, assigns, successor in title etc. whom-so-ever claiming through or under them respectively unless repugnant to the context or meaning thereof.
27. That, the property hereby agreed to develop and sell shall be taken to be correctly described above and if any mis-statement, error or omission shall be discovered, the same shall not annul this deed nor shall any compensation be allowed in respect thereof but the same shall always be subject to correction by the parties hereto.

SCHEDULE OF PROPERTY REFERRED ABOVE

ALL THAT PIECE AND PARCEL OF land bearing **Plot No. 419-B**, total admeasuring area **312.150 Sq. Mtr.** (3360 Sq. Ft.) in Industrial Basti Scheme of NIT, Khasra No. 514, 513, Mauza Nagpur, bearing Sheet No. 319, City Survey No. 273, Ward No. 10, Division South, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur. The Plot is bounded as under:

TO THE EAST : Road,

TO THE WEST : Con. Lane Land,

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TO THE NORTH : Plot No. 419-A,

TO THE SOUTH : Plot No. 418-A.

IN WITNESS WHEREOF, the parties named above has signed and executed this **Agreement of Development and Construction** at Nagpur. The contents of aforesaid paragraphs are drafted as per our instructions, the same was read over and explained to us in vernacular, which we have understood and found to be true and correct to our personal knowledge and belief and have hereto set our hands and signed this deed at Nagpur without any force and with free consent as such after understanding the contents hereof, in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

Drafted as per the instructions & documents given by the parties:

PRAVIN R. GAUTAM & PRAVIN S. KUBDE

ADVOCATES

MO. 9923164420, 9890208218

Signature

L. H. Thumb



1. SMT. SANJIWANI MORESHWAR DALAL

Signature

L. H. Thumb



2. SMT. MANJUSHREE RAJU JASUTKAR

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Signature

L. H. Thumb



3. SHRI. PUSHKARDATTA GULABRAO RAJANKAR

Signature

L. H. Thumb



4. SHRI. CHANDRAHAS GULABRAO RAJANKAR

THE VENDOR / OWNER / PARTY NO. 1

Signature

L. H. Thumb



M/S NARAYANI ENTERPRISES,

Through its partner,

SHRI DEVENDRA S/o TULSIRAM WASNIK

THE BUILDER /THE DEVELOPER /PURCHASER/ THE PARTY NO. 2



WITNESSES :

1.

2.

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ANNEXURE-A

SPECIFICATION AND AMENTITIES OF COMMON NATURE

1) Earthquake resistance R.C.C. Framed structure with brickwork in masonary wall with smooth plaster.

2) Anti Termite Treatment in foundation.

3) Borewell and Installation of pump for Raw Water supply.

4) N.M.C. Drinking Water Supply with Pump and Overhead Tank.

5) Underground Water Tank and Overhead Water tank.

6) Kota Stone, Green Marbles with kadappa Stone Riser for Stairs. Stainless Steel Hand Rails and Closed Stair Case to protect entering Rain Water.

7) Lift for Five Person Cap.

8) Concealed Electric and Plumbing Work.

9) Waterproofing Treatment for Bath, Toilet and Terrace.

10) Parking Slot at Ground Floor Surface to be finished with Ceramic Tiles and for Watchman Cabin and Toilet.

11) Rainwater Harvesting System.

12) Decorative Compound Wall and Entrance Gate with adequate Lights.

13) Safety provisions for Electric Meters.

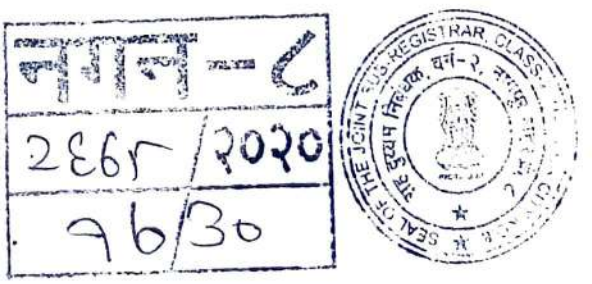
14) Providing Letter Boxes and Common Name Boards.

15) Internal and External paints with suitable Acrylic Emulsion Paints.

16) Provision of Thermocol under POP in Fourth Floor Flat for Heat Resistant.

17) Decorative Entrance Lobby furnished with Granite Tiles.

18) Common Solar Water Heater for Owners Four Appartment.



ANNEXURE-B

SPECIFICATION AND AMENTITIES TO BE PROVIDED FOR APARTMENTS RETAINED BY OWNER

1) Teak Wood Frame or Safety Doors Panelled Shutter, Safety latch for Main Entrance, inner Doors made from Hard Wooden Board and Standard Fittings with Smooth Surface Finish.

2) Three Rail Aluminium Framed Glazed Openable Windows with C.P. Fixtures.

3) Flooring with Vitrified Tiles in Hall,Kitchen,Bedrooms and Balconies.

4) Modular Kitchen with Cabinet, Stainless Steel Sink.

5) Toilet and Bath with Standard C.P. Tapes, Valves Mixing Faucet, Wall Hung Commod, basin etc. Antiskid Ceramic Tiles for Floors and Ceramic Tiles for Wall in Full Height.

6) Concealed Electric and Plumbing Work.

7) False Ceiling/POP in Hall and Bed Rooms.

8) Balconies closed with Stainless Steel and Glazed Panel Grills and Handrails upto Parapet Level.

9) Security Grill to all Windows.

10) Separate Washing Platform with Ceramic tiles, Water connection and Drainage.

11) Separate arrangement for Washing Machine with Electric, Water Tap and Drainage.

12) 15 AMP Electric Connection Point for Refrigerator, Chmney, Micro Oven, Mixer, Aquaguard etc.

